

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cemaphore Systems, Inc.		02/24/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3299561	CEMAPHORE SYSTEMS	
Registration Number:	3299560	DR DONE RIGHT	
Registration Number:	3002276	MAILSHADOW	
Registration Number:	3357129	SHADOWMAILBOX	
Registration Number:	3513578	GEOSHADOW	
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	1501 Wilson Boulevard		
Address Line 2:	Suite 510		
Address Line 4:	Arlington, VIRGINIA 22209		
ATTORNEY DOCKET NUMBER:	1002813C		

CH \$140.00 3299561

900156574

TRADEMARK
 REEL: 004163 FRAME: 0506

NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	03/08/2010
<p>Total Attachments: 8</p> <p>source=Cemaphore Systems 2#page1.tif</p> <p>source=Cemaphore Systems 2#page2.tif</p> <p>source=Cemaphore Systems 2#page3.tif</p> <p>source=Cemaphore Systems 2#page4.tif</p> <p>source=Cemaphore Systems 2#page5.tif</p> <p>source=Cemaphore Systems 2#page6.tif</p> <p>source=Cemaphore Systems 2#page7.tif</p> <p>source=Cemaphore Systems 2#page8.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 24, 2010 by and between SILICON VALLEY BANK, a California corporation ("Bank") and CEMAPHORE SYSTEMS, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, Sparxent, Inc., XAware, Inc. and NetworkD Corporation dated February 24, 2010 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

C/O SPARKENT, INC.
3300 IRVINE AVE, STE. #261
NEWPORT BEACH, CA 92660

Attn: ANDREW HYDE

CEMAPHORE SYSTEMS, INC.

By: *Andrew P. Hyde*

Title: CHIEF FINANCIAL OFFICER

BANK:

Address of Bank:

3003 Tasman Drive
Santa Clara, CA 95054-1191

Attn: _____

SILICON VALLEY BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

CEMAPHORE SYSTEMS, INC.

By: _____

Attn: _____

Title: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

3003 Tasman Drive
Santa Clara, CA 95054-1191

By: _____

Attn: _____

Title: SRM

EXHIBIT A

Copyrights

Cemaphore has no registered copyrights or applications for registration pending.

EXHIBIT B

Patents

CASE NUMBER	CASE TYPE	TITLE	APP. NO.	PUBLICATION NO.	FILING DATE	NOTES
24446-037	PROVISIONAL	SITE LOCAL CACHING CONTENT OF AN EMAIL SERVER (EMAIL CACHING SYSTEM AND METHOD)	60/561,616		12-Apr-2004	Inactive
24446-037	NON-PROVISIONAL	E-MAIL CACHING SYSTEM AND METHOD	11/104,193	2006-0020671	11-Apr-2005	Allowed
24446-037	PCT	E-MAIL CACHING SYSTEM AND METHOD	PCT/US2005/ 012411	WO/2005/099411	12-Apr-2005	Inactive
24446-037	EP	E-MAIL CACHING SYSTEM AND METHOD	05735380.7		unfiled	
24446-037- 001	PROVISIONAL	SYSTEM AND METHOD FOR CIPHER EMAIL PROTECTION	61/098,679		18-Sep-2008	Pending
24446-039	PROVISIONAL	MANAGEMENT OF NETWORK DEVICES VIA EMAIL	60/636,717		15-Dec-2004	Inactive
24446-039- 001	NON-PROVISIONAL	MANAGEMENT OF NETWORK DEVICES VIA EMAIL	11/303,869	2006-0155812	15-Dec-2005	Published/pending
24446-039- 002	PCT	MANAGEMENT OF NETWORK DEVICES VIA EMAIL	PCT/US2005/ 046184	WO/2006/066257	15-Dec-2005	Abandoned
24446-042	PROVISIONAL	SYSTEM AND METHOD FOR NETWORK DISASTER RECOVERY	60/732,247		31-Oct-2005	Inactive
24446-042- 602	NON-PROVISIONAL	SYSTEM AND METHOD FOR NETWORK DISASTER RECOVERY	11/592,055		31-Oct-2006	Pending
24446-042	PCT	SYSTEM AND METHOD FOR NETWORK DISASTER RECOVERY	PCT/US2006/ 42662		31-Oct-2006	Abandoned
24446-043- 601	PROVISIONAL	CELLULAR ARCHITECTURE FOR DISTRIBUTED NETWORK STORAGE	60/790,237		07-Apr-2006	Abandoned
24446-044- 601	PROVISIONAL	STORAGE CELL ARCHITECTURE	60/878,298		03-Jan-2007	Inactive
24446-045- 601	PROVISIONAL	ROUTING AND REPLICATION IN STORAGE CELL	60/878,265		03-Jan-2007	Inactive

EXHIBIT C

Trademarks

<u>NAME</u>	<u>STATUS</u>	<u>DATE</u>	<u>REGISTRATION #</u>	<u>COUNTRY</u>
Cachepoint	Granted	11/22/2004	N/A	Australia
	Registered	10/10/2005	003874294	European Community
	Registered	11/22/2004	N/A	Madrid Protocol
	Granted	11/22/2004	N/A	Japan
	Registered	4/14/2004	713937	New Zealand
Cemaphore Systems	Granted	11/23/2005	873483	Australia
	Registered	12/7/2006	004724861	European Community
	Registered	11/23/2005	873483	Madrid Protocol
	Pending	11/23/2005	N/A	Japan
	Granted	11/23/2005	873483	Republic of Korea
	Registered	9/25/2007	3299561	United States
Dr. Done Right	Granted	11/30/2005	1093320	Australia
	Registered	12/14/2006	004724571	European Community
	Registered	11/30/2005	871837	Madrid Protocol
	Pending	11/30/2005	A003193	Japan
	Registered	3/9/2007	871837	Republic of Korea
	Allowed	9/25/2007	3299560	United States
Mailshadow	Granted	11/21/2005	873475	Australia
	Registered	12/14/2006	004737111	European Community
	Registered	11/21/2005	873475	Madrid Protocol
	Pending	11/21/2005	873475	Japan
	Granted	11/21/2005	873475	Republic of Korea
	Registered	9/27/2005	3002276	United States
Shadowmailbox	Granted	12/21/2005	882198	Australia
	Registered	12/21/2005	882198	Madrid Protocol
	Granted	12/21/2005	882198	Japan
	Registered	12/21/2005	882198	Republic of Korea
	Allowed	12/18/2007	3357129	United States
Geoshadow	Registered	5/29/2008	6039671	European Community
	Registered	10/7/2008	3513578	United States

EXHIBIT D

Mask Works

Cemaphore has no Mask Works.